

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **JG4017**Due Date: **08/05/03 @ 2:00 PM**

Date Sent: July 17, 2003

**Statewide Contract**

Goods and services to be

**POWER REVERSING 12' LONG, STRAIGHT BLADE SNOW PLOWS****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>  The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: JG4017**

**Due Date: 08/05/03**

Vendor Name:

QTY.	UNIT	Description	UNIT PRICE	EXTENSION
17	EACH	POWER REVERSING 12' LONG, STRAIGHT BLADE SNOW PLOWS	\$	\$
<p>THE STATE OF UTAH IS SOLICITING BIDS FOR POWER REVERSING 12' LONG, STRAIGHT BLADE SNOW PLOWS PER THE <b>ATTACHED SPECIFICATIONS</b>. THE RESULTS OF THE BID MAY RESULT IN A STATEWIDE CONTRACT FOR A PERIOD OF TWO (2) YEARS WITH THREE (3) ONE YEAR RENEWAL OPTIONS.</p> <p>VENDORS ARE ENCOURAGED TO READ THE ENTIRE BID TO HELP ENSURE THAT A RESPONSIBLE BID IS PLACED.</p> <p>THIS IS AN FORMAL INVITATION TO BID SO YOU MUST EITHER MAIL OR HAND DELIVER YOUR RESPONSE AS FAXED COPIES WILL NOT BE ACCEPTED.</p> <p>QUESTIONS REGARDING THIS BID SHOULD BE ADDRESSED TO JARED GARDNER @ JAREDGARDNER@UTAH.GOV OR CALL (801) 538-3342.</p>				

**Ship To:**           **VARIOUS LOCATIONS WITHIN THE STATE OF UTAH**

**FREIGHT CHARGES (if applicable)**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground      Q LTL(Less than truck load)      Q Truckload      Q Air      Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their

advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov) (Revision 14 Mar 2003 - IFB Instructions)



STATE OF UTAH D.O.T

July 15, 2003

**SPECIFICATIONS FOR THE PURCHASE OF 17 POWER REVERSING, 12 FT. LONG, STRAIGHT BLADE SNOW PLOWS.**

*Bidder* \_\_\_\_\_

*Make and model quoted* \_\_\_\_\_

**GENERAL SPECIFICATIONS**

The plows are to be new units of current model, and are to meet the following minimum specifications, but are not limited as to additional features furnished by the manufacturer.

Variation in construction details may be allowed if these variations result in the same or greater basic strength and durability than can be accomplished, using the specifications herein. Any variations in construction details must be approved by Utah Department of Transportation, prior to bid opening.

Any brand or make of plows proposed for this order, must have been manufactured before, and have a record of successful use. Plows proposed as equal must be approved by Utah Department of Transportation prior to the bid opening.

Bid to state terms of warranty or include copy of standard warranty. All warranty periods shall start after equipment has been put into service. Basic warranty shall include agreement to allow all Utah Department of Transportation shops to be approved, to complete "In-house" warranty repairs, in Utah Department of Transportation shops. The warranty shall include parts and labor reimbursement.

Successful bidder will be required to submit detail drawings for approval by Utah Department of Transportation before manufacturing plows.

The Utah Department of Transportation reserves the right to require a pilot model for inspection for (2) two persons for approval prior to manufacture of remaining plows on purchase order. Site to be at manufacturer facility. Price to be included in bid.

Equipment furnished to the State of Utah must meet current state and federal safety regulations.

**LIQUIDATED DAMAGES**

**The vendor agrees to delivery of items as quoted in this bid. Failure to deliver as quoted constitutes as an event of default. The actual damages to the Department of Transportation for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the Department of Transportation, liquidated damages for each calendar day of an amount of \$50.00, up to a maximum of 90 calendar days.**

1 **Should the vendor be unable to complete the delivery at the end of the**  
2 **90 day period, the Utah Department of Transportation may, as its option,**  
3 **treat the contract as breached, terminate the contract, purchase**  
4 **substitute goods else-where, and charge the full increase, if any, in cost**  
5 **and handling for such purchase to the defaulting vendor and seek such**  
6 **additional relief as provided by law. The vendor shall not be charged for**  
7 **liquidated damages when delay arises out of cause beyond the control and**  
8 **with-out the fault or negligence of the vendor.**  
9

10  
11  
12  
13 **DETAIL SPECIFICATIONS**

14 **Moldboard** To be 3/16" thick and 41 inches high approximately, with  
15 6"cutting edges attached. To be smooth formed with integral  
16 extension similar to moldboard contour as shown on the  
17 attached drawing. (1 of 8). Moldboard not to be press broken.  
18 Mail box cut out on the top of moldboard to be, to be  
19 discussed at paper pilot.  
20

21 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
22 \_\_\_\_\_  
23

24 To have 1/2 inch thick by 12 inch wide, 4 cord minimum rubber  
25 belting shield. Rubber shield is to be bolted to moldboard in  
26 approximately a 45 degree position, with reinforcement bar  
27 across the front for strength. Bars strong enough not to  
28 bend in normal operation of plow. This will be reviewed for  
29 approval at a paper pilot review prior to manufacturing of  
30 pilot plow.  
31

32 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
33 \_\_\_\_\_  
34

35 To have 8 one piece ribs, each will be a minimum of 3-1/2" wide  
36 and 1/2 inch thick as a minimum. Ribs to be one piece (no weld  
37 joints) and run from top to bottom of moldboard. Where rib is  
38 fastened at the top, the bottom of the rib is to be cut off at  
39 a 45 degree cut-out to allow water to drain. Ribs to have  
40 continuous weld on both sides to moldboard.  
41

42 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
43 \_\_\_\_\_  
44

45 Using a "Z Design" as shown in drawing (1 of 8) attach bottom  
46 angle to moldboard. Angle is to be 4 inch x 1/2 inch x 4 inch  
47 material. Both flange edges of angle to be welded  
48 continuously to back side of moldboard. Attach a 1/2" inch x 4"  
49 inch flat bar under the angle on moldboard with continuous  
50 welds. Gussets are to be welded to bottom side of angle, and  
51 to the flat bar every 12 to 18 inches. Angle to be enclosed at  
52 each end.  
53

54 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
55 \_\_\_\_\_

1	<b>Cutting Edges</b>	To have double cutting edges installed.
2		First edge to have tungsten carbide inserts.
3		Second edge to be bolted in front of carbide insert edge. See
4		cutting edge specifications shown on the attached drawing. (7
5		of 8)
6		
7	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
8	—	
9		
10	<b>Safety Trip</b>	To have two single heavy compression spring trip.
11		Spring will have provisions for adjustment of cutting angle,
12		that includes 12 degrees to 24 degrees back from vertical.
13	<b>Springs to</b>	
14		have strength to hold plow at position within 1° from
15		adjusted setting when full weight of plow is on edges and
16		pushed forward. To have rubber stops to stop the plow from
17		full tripping. See attached drawing (5 of 8).
18		
19	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
20	—	
21	<b>Push Beam</b>	Push beam to be 4 inch x 4 inch x 3/8 inch minimum, square tube,
22		to be long enough to fasten to at least five each of the
23		vertical ribs, The beam shall be attached to the moldboard
24		at a minimum of 5 places, two of which are at the ends of the
25		beam. These attachments shall be made on the ribs of the
26		moldboard. Ribs to be reinforced at attached points. No holes
27		in square tubing for any mounting purposes. To have 1-
28		1/4"machined pivot pins that attach push frame to moldboard.
29		Pins to be Zinc plated.
30		
31	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
32	—	
33		
34		Build up attachment points of the push beam to moldboard,
35		trip springs to moldboard, vertical ribs. Build up to be 1 inch
36		thick around drilled holes. Extra plates required and
37		welded on all sides, solid welds.
38		
39	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
40	—	
41		
42	<b>Reversing</b>	Frame and reversing circle to be constructed of
43	<b>Frame</b>	4 inch x 4 inch x 3/4 inch minimum, angle or formed plate.
44		
45	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
46	—	
47		
48	<b>Level Lift</b>	Plow lift to be a level lift of plow manufacturer design.
49	Video or visual	demonstration to be
50	approved by Utah Department of Transportation before	
51		bid is awarded. If level lift requires chains, chain are to be
52	1/2" grade 70 and	attached with clevis
53	chain attachments instead of cold shunts.	
54		
55	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____

1	—	
2		
3		To have 3/4 inch clevis through 2 center ribs, if there is only
4		one rib in the center, (6 inches to 8 inches from top of plow)
5		for handling plow during repair work.
6		
7	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
8	—	
9		
10	<b>Reversing Cylinders</b>	To have two, double acting, 4 inch bore x 10 inch stroke
11		with Cap "T" seals, 2 inch
12		diameter chrome plated or nitrated rod, with ½ inch
13		pipe threaded ports required. 45 degree pipe swivels on
14		back ends of cylinder, 90 degree pipe swivels on front
15		ports only. No hole allowed in shaft for mounting
16		purposes. The size and capacity to be proven adequate,
17		for the design of the reversing hardware bid. See
18		attached drawing (8 of 8).
19		
20	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
21	—	
22		
23	<b>Cylinder Mounting</b>	Cylinders to be arranged so that there is access to top
24		and bottom of both pins, so that a cylinder can be easily
25		replaced in the field by pulling pins, without any
26		disassembly of reversing frame and without removing
27		the plow from the truck. Cylinders to be mounted on
28		bottom of turntable.
29		
30	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
31	—	
32		
33	<b>Hydraulics</b>	Hoses to be located above frame and clamped to protect from
34		damage. Connecting hoses to be ½ inch number 8 SAE 100R2
35		with Parker FF-501-8FP quick coupler for right angle and
36		Parker FF-502-8FP quick coupler, for left angle. Quick
37		couplers to have dust caps. Hose to be routed to right side of
38		frame. Hose to reach to a point 36 inches beyond the right
39		attaching ear.
40		Cross over relief valve to be a Gresen 3100 F (or equal) with ½
41		inch ports at 30 gpm and mounted as not to interfere with
42		operation of the plow.
43		
44	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
45	—	
46		
47		
48	<b>Running Gear</b>	No shoes or wheels required. To have adjustable parking jack
49		near center of circle frame, to allow for the easy mounting of
50		plow to truck. Jacks will be removed and stored in truck
51		during operation of plow.
52		
53	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
54	—	
55		

1	<b>Plow Angle</b>	Frame and cylinders shall provide plow angle of 40° degrees
2		minimum, each side of center. See attached drawing (6 of 8).
3		There shall be stops on the turning circle, welded
4		sufficiently to hold plow at the 40 ° degree angle and to keep
5		cylinders from bottoming. When cylinder fully angled,
6		cylinder stroke limited to ½ inch less than full stroke.
7		
8	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
9	—	
10		
11	<b>Weight</b>	Weight of the complete plow, including cylinders and cutting
12		edges should be 1700 lb. to 2000 lb. Heavier plows will be
13		considered, based on special features and engineering
14		evidence that additional weight is needed to provide a
15		desirable strength.
16		
17	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
18	—	
19		
20		<i>Approximate Weight</i> _____
21		—
22		
23	<b>Identification</b>	Each unit shall have a metal tag permanently attached at
24		approximately 3 inches in from the second rib on upper right
25		corner on the back of the shell with the following data:
26		manufacturer's name, year of manufacture, model number and
27		serial number. Each plow shall have the five digit Utah
28		Department of Transportation code and unit numbers. Numbers
29		will be 2 inches high and placed below the manufacturer's
30		tag. The unit number is to be applied, by welding numbers on
31		a flat bar which shall be welded solid all around flat bar.
32		Unit numbers will be specified on purchase order when issued.
33		
34	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
35	—	
36		
37	<b>Attachment</b>	Plow hitch requested will be a State of Utah Universal
38	Quick Hitch or equal.	Hitch will be attached to the
39	circle frame in a manor to maintain the circle	at or near
40	horizontal positioning when attached to U.D.O.T. truck receiver	
41	The receivers locking pin will be 15" inches to center above ground	
42	level.	Attaching ears will be designed to protrude 4
43	in. into the receiver and hook to	the pin. Distance
44	between ears is to be 27 ½ inches minimum. ) The	
45	universal quick hitch will be approved at paper pilot review.	
46	See attached drawings (3 of 8 and 4 of 8).	
47		
48	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
49	—	
50		
51	<b>Paint</b>	Paint shall be Powder coat and have a (2) two year
52	warranty. Before	painting, the plow shall be
53	sandblasted. Paint color to match a 2003 Sterling	
54	Truck paint code N0789 Orange.	
55		



1 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
2 \_\_\_\_\_  
3  
4 **Sectional Tungsten**  
5 **Cutting Edge** The blade shall be flat hot-rolled finished steel SAE  
6 1020 - 1045  
7  
8 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
9 \_\_\_\_\_  
10 Punching shall be 11/16 inch diameter holes, each to be  
11 counter sunk to receive a 5/8 inch No. 3 plow  
12 bolt. Location and spacing of the holes shall be as  
13 shown on the attached drawing.  
14  
15 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
16 \_\_\_\_\_  
17  
18 The groove for the carbide inserts shall be milled as  
19 indicated in the drawing  
20 *Bid response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
21 \_\_\_\_\_  
22  
23 Center of holes shall be in line within 1/16 inch of the  
24 established centerline.  
25  
26 *Bid response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
27 \_\_\_\_\_  
28  
29 Length of blade shall be 4 ft. long.  
30  
31 *Bid response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
32 \_\_\_\_\_  
33  
34 **Tungsten Carbide Inserts**  
35 The inserts shall be a high shock WC grade of tungsten  
36 carbide with 12- ½ to 10 per cent cobalt content.  
37 Density: 14.1 Min. To 14.6 Max.  
38 Hardness: 87.8 Min. 89.0HRA  
39 Transverse Rupture Strength (p.s.i) 350,000 Min.  
40  
41 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
42 \_\_\_\_\_  
43  
44 The carbide insert manufacturer to furnish certification to  
45 the Utah Department of Transportation showing that the  
46 inserts meet specifications. Also, to certify that the inserts  
47 do not contain any reclaimed hard scrap tungsten carbide.  
48  
49 *Bid Response* *Comply*\_\_\_\_ *Exceptions*\_\_\_\_  
50 \_\_\_\_\_  
51  
52 The inserts shall be a rectangular design of the following  
53 dimensions:  
54  
55 Height: 3/4 inch

Width: 3/8 inch  
Length: 1 inch Nominal

**Bid Response**

*Comply*\_\_\_\_ *Exceptions*\_\_\_\_\_

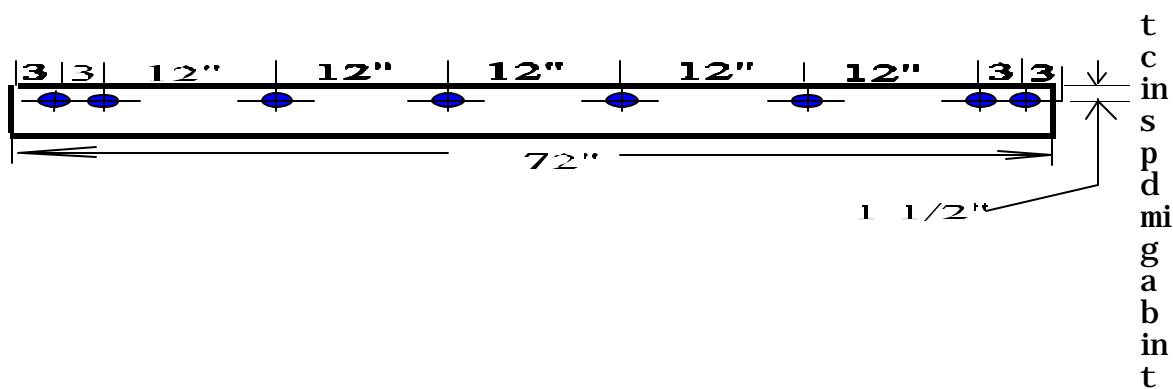
**Brazing**

Brazed insert with a high strength alloy material. The braze shear strength to 30,000 p.s.i. (Minimum).

**Bid Response**

*Comply*\_\_\_\_ *Exceptions*\_\_\_\_\_

The tungsten carbide inserts shall be positioned in the flled groove to .010 between inserts



the entire length of each cutting edge section.

**Bid Response**

*Comply*\_\_\_\_ *Exceptions*\_\_\_\_\_

The inserts shall be brazed on all sides consistent with sound brazing practice with no evidence of voids or use of shims.

**Bid Response**

*Comply*\_\_\_\_ *Exceptions*\_\_\_\_\_

Each blade section to contain one insert, one inch nominal length for each inch of blade section length

**Bid Response**

*Comply*\_\_\_\_ *Exceptions*\_\_\_\_\_

The difference between the highest and lowest tip point not to exceed 1/32 inch on any given blade assembly.

1	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
2	—	
3		
4		
5		The finished blade sections shall be free of warpage and
6		longitudinal deviation not to exceed 1/8 inch in a four-foot
7		blade section.
8		
9	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
10	—	
11		
12		The finished blade sections shall be given one coat of rust
13		resistant lacquer.
14		
15	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
16	—	
17		
18	<b>COVER BLADES</b>	The blade shall be flat square edge, square ends.
19		
20	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
21	—	
22		
23		Punching shall be a standard highway punch at a 1-1/2 inch
24		Gage, with 11/16 inch square counter-sunk holes to receive a
25		5/8 inch plow bolt.
26		
27	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
28	—	
29		
30		Steel to be high grade, open hearth, basic oxygen or electric
31		furnace steel of the following chemistry.
32		
33		Carbon .80 to .93
34		Manganese .60 to .90
35		Sulphur .50 Max.
36		Phosphorous .40 Max.
37		Silicone .15 to .30
38		
39	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
40	—	
41		
42		Mechanical property Brinell hardness 255 to 321
43		
44	<i>Bid Response</i>	<i>Comply</i> ____ <i>Exceptions</i> _____
45	—	
46		
47		Blade dimension 3/4 inches x 72 inches.
48		Center of holes must be in line with 1/16 inch of established
49		centerline.
50		Limits and tolerances unless otherwise specified not to
51		exceed 1/16 inch.
52		
53	<i>Bid response</i>	<i>Comply</i> _____ <i>Exceptions</i> _____
54		
55		

**OPTIONS**

Bidders to quote one or all of the following options:

1. One complete circle frame with the push beam assembly.  
Not including cylinders or springs.

Option price \_\_\_\_\_ No bid \_\_\_\_\_

2. Supply (30) thirty additional plow rams as per specifications.

Option price \_\_\_\_\_ No bid \_\_\_\_\_

3. Supply (10) ten additional plow springs as per specifications.

Option price \_\_\_\_\_ No bid \_\_\_\_\_

**OPTION**

A 36 inch moldboard instead of a 41 inch.

Option price \_\_\_\_\_ No bid \_\_\_\_\_

The State of Utah may choose to order optional quantities from different vendors to evaluate various plow designs.

**TRAINING**

The vendor shall provide two days of training on operation and maintenance of snow plows.

**PARTS AND SERVICE**

The servicing and supplying of parts for maintenance will be available in the Salt Lake City area. Consideration of this serviceability will be made before the awarding of a purchase order.

**DELIVERY see general spec.**

Delivery must include the following:

- dealer's invoice
- a copy of warranty
- operator's manual for each unit
- 7 complete sets of manuals including parts list, repair manual, operators manual

Cost of these manuals is to be included in bid price.

Invoices will not be approved for payment until all documentation and manual have been received.

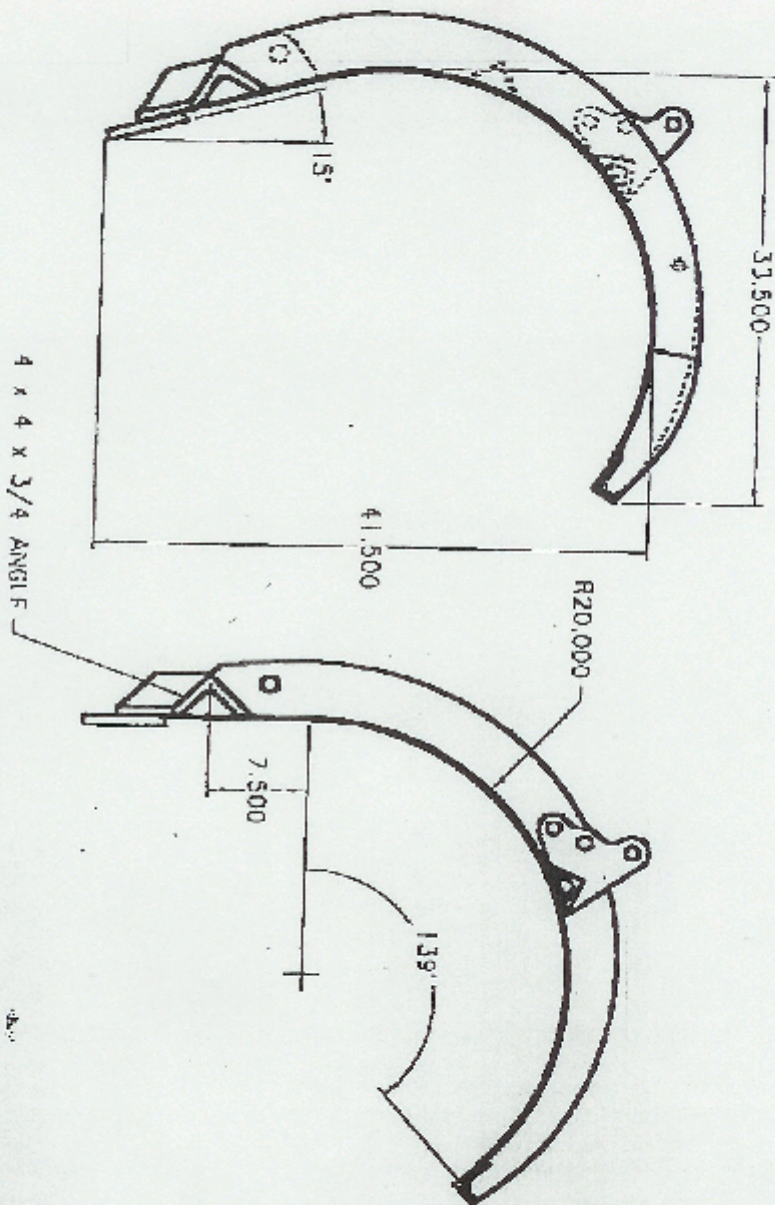
Pre-build pilot paper review at Utah Department of Transportation location within 10 days after bid has been awarded. Pilot plow required 30 days after paper pilot review; After pilot review has been approved, plows to be delivered within 70 days.

1 Delivery is to be F.O.B. Utah Department of Transportation, central shops,  
2 4501 South 2700 West, Salt Lake City, Utah 84114-5730.  
3 Call Karl Gustavson at (801) 965-4470 for instructions for delivery.  
4 Delivery date will be considered in evaluating bids.  
5

6 *Bid response*                      *Days required to produce pilot model* \_\_\_\_\_  
7 \_\_\_\_\_

8  
9                                      *Days to complete order after pilot review* \_\_\_\_\_  
10 \_\_\_\_\_

11  
12 For information about specification, contact Kark Gustavson, Equipment Specialist,  
13 801- 965-4470 , Utah Department of Transportation at the above address.

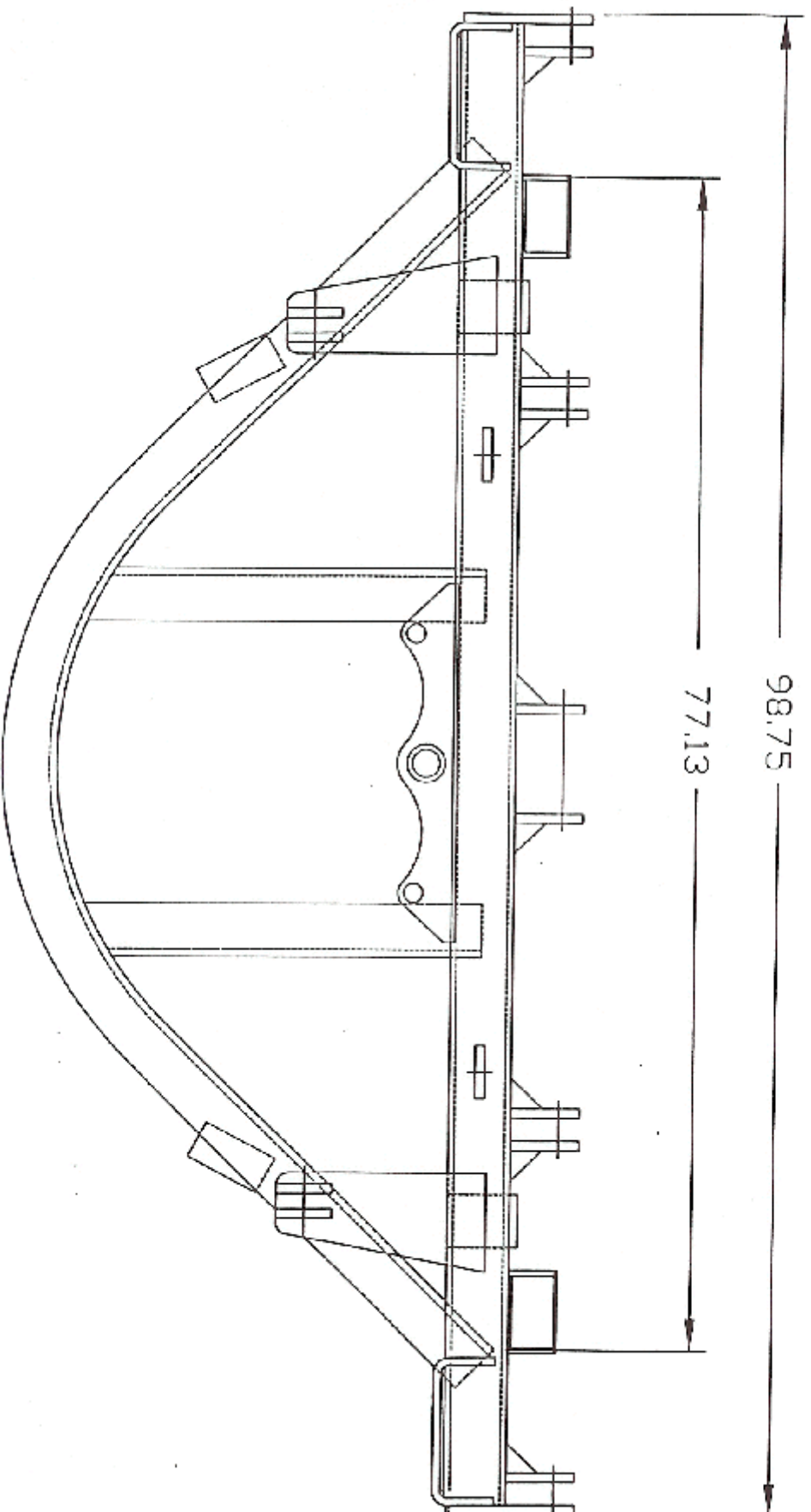


STATE OF UTAH D.O.T.  
 REVERSING SNOW PLOW  
 DWG 0301-R12 DWG 1 OF 8



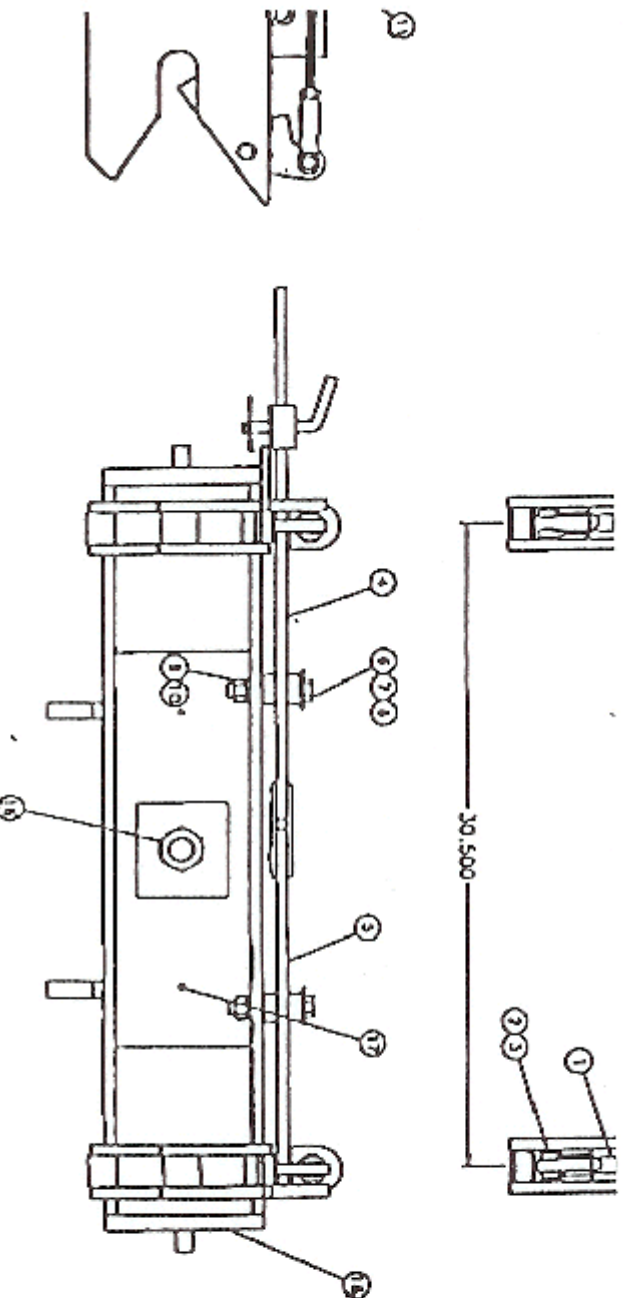
UTAH DOT CIRCLE FRAME WELDMENT - NEW/WIDER PITCH ANGLE

REFERENCE ONLY RAMS TO BE MOUNTED ON TOP OF CIRCLE



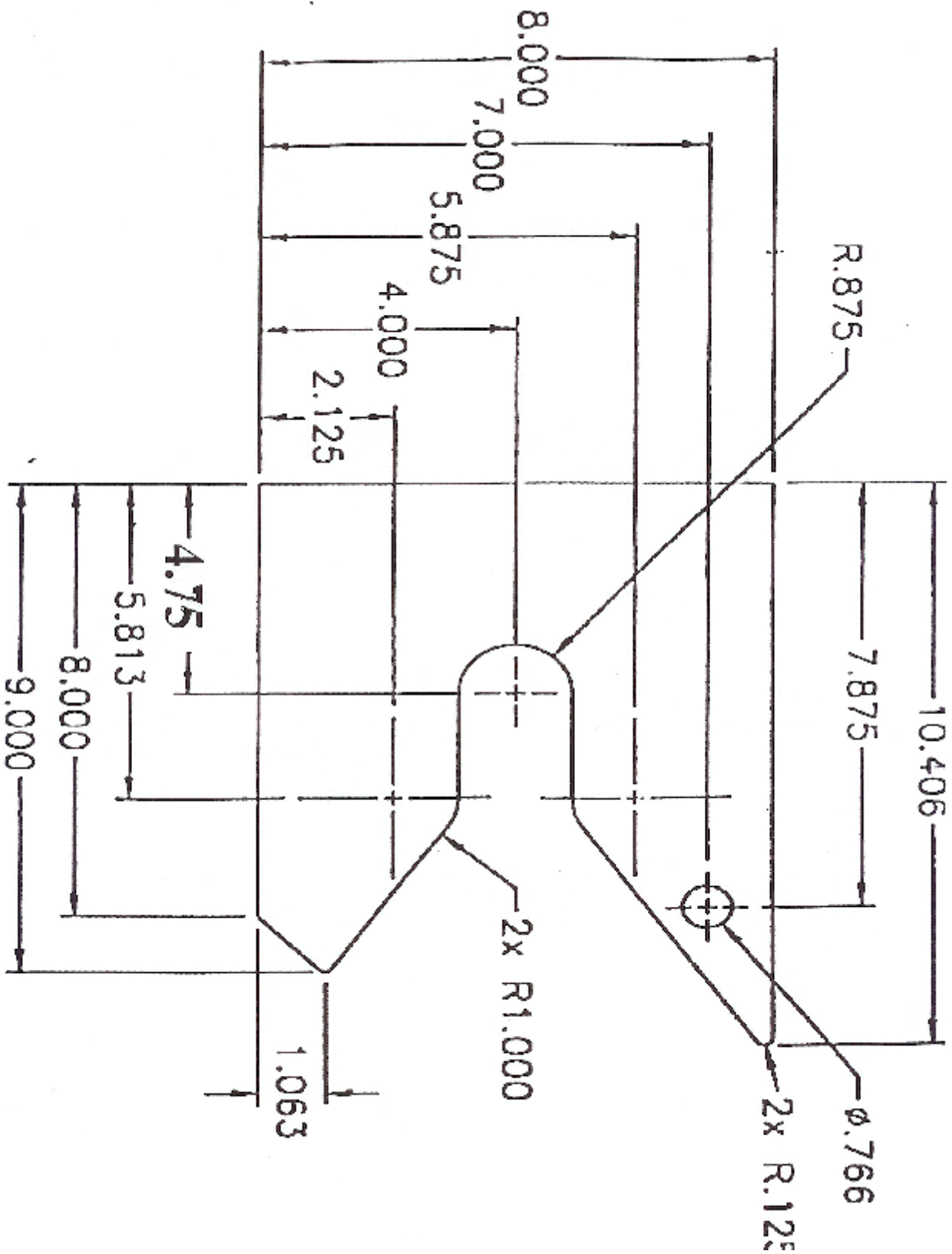
STATE OF UTAH D.O.T.  
MOLDBOARD PLOW  
DWG 0301-R12 DWG 2 OF 8

# HITCH ATTACHMENT



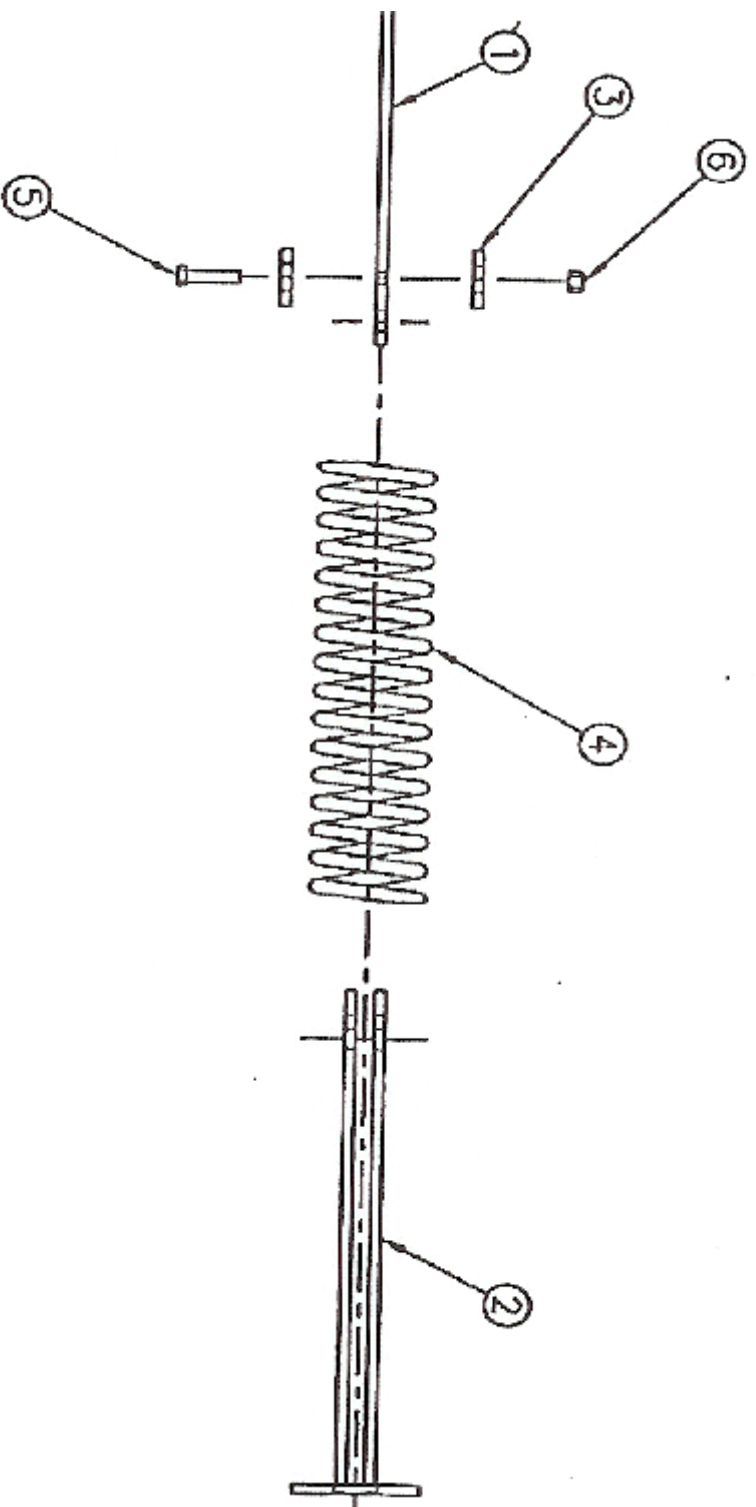
STATE OF UTAH D.O.T.  
HITCH ATTACHMENT  
DWG 0301 HT DWG 3 OF 3





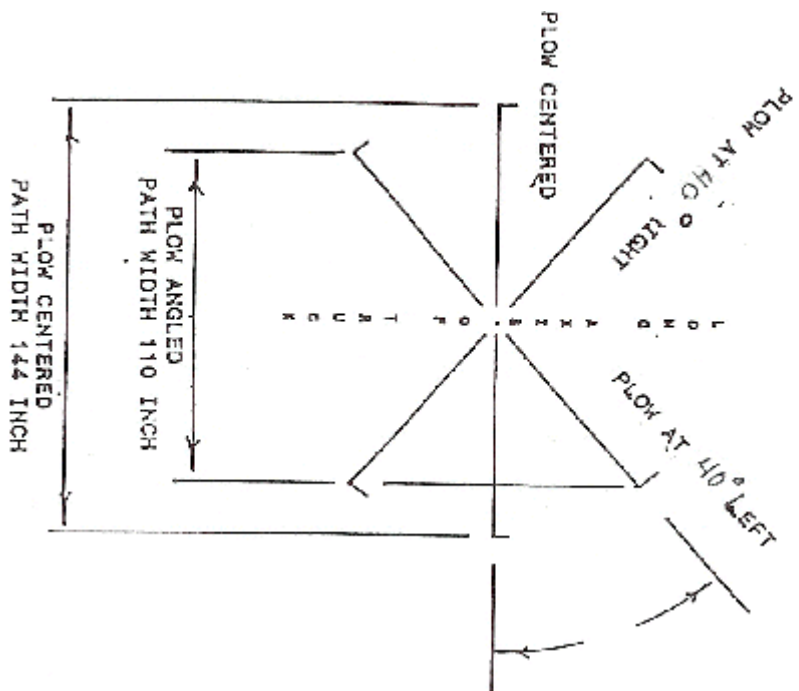
STATE OF UTAH D.O.T.  
 ATTACHMENT EAR  
 0301 EAR DWG 4 OF 8

# COMPRESSION SPRING

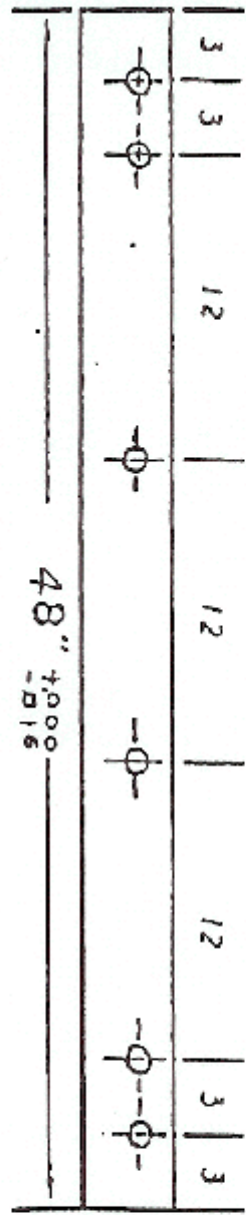
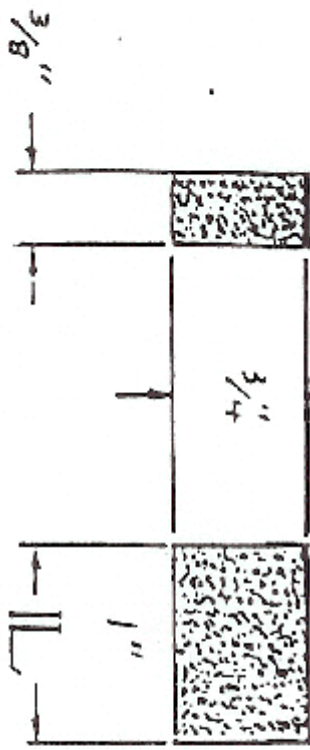


NOTE: 1. DIMENSIONS SHOWN IN ( ) ARE REFERENCE ONLY.

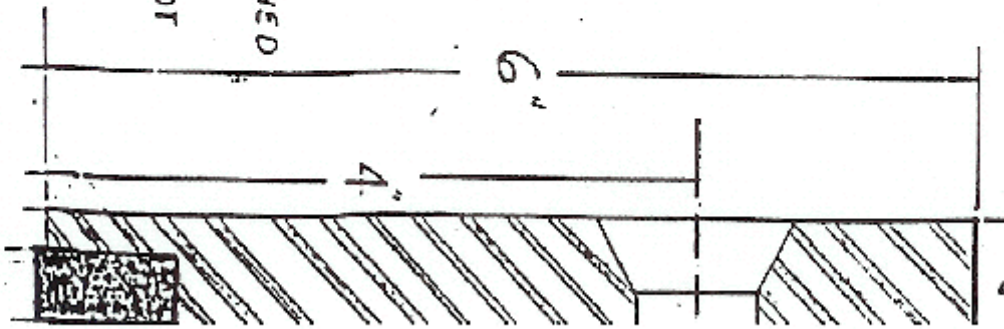
STATE OF UTAH D.O.T  
COMPRESSION SPRING  
DWG 0301-SPR DWG 5 OF



STATE OF UTAH D.O.T  
 ANGLE DIAGRAM  
 DWG 0301 DWG 6 OF 1



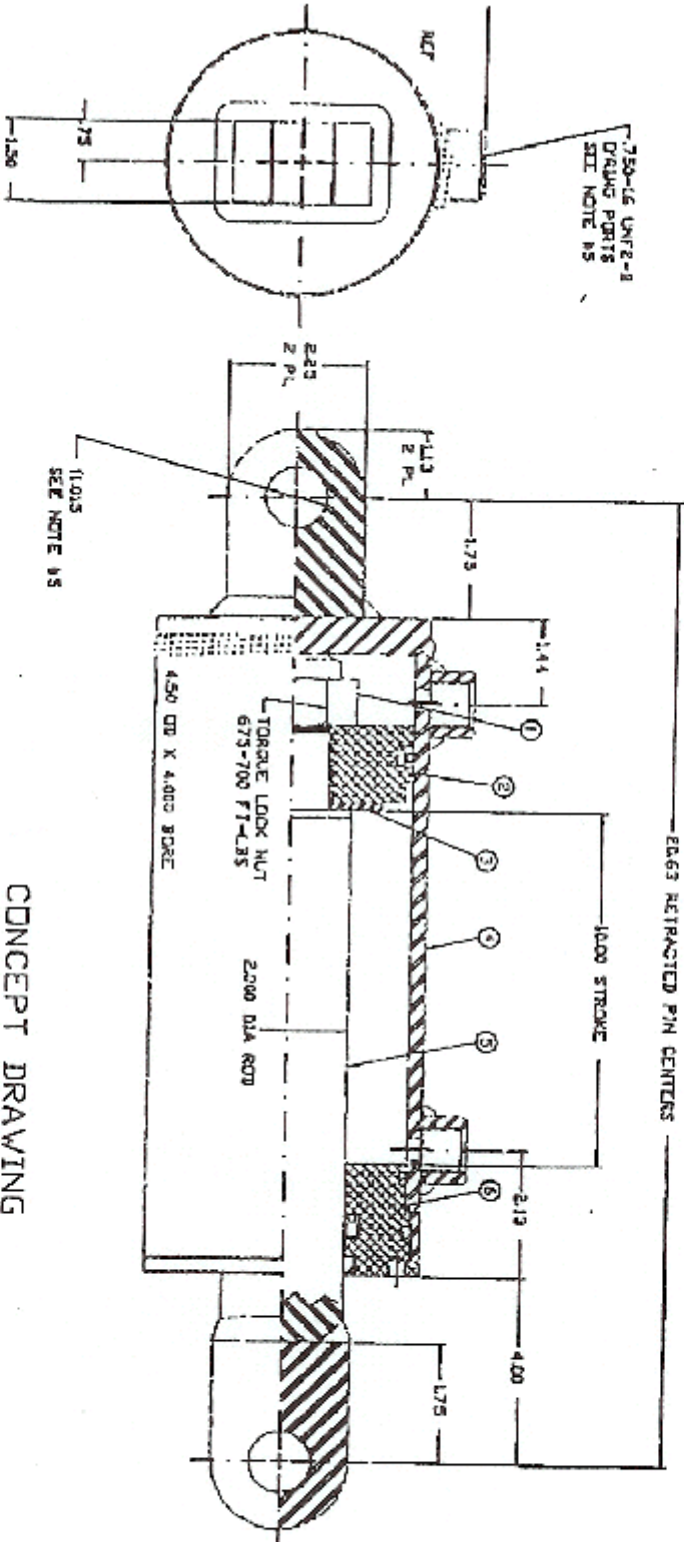
CENTER OF HOLES MUST BE IN LINE WITHIN  $1/16$ " OF ESTABLISHED CENTERLINE.  
LIMITS AND TOLERANCES UNLESS OTHERWISE SPECIFIED NOT TO EXCEED  $1/16$ "



STATE OF UTAH D.Q.T.  
BLADE INSERT  
DWG 0301 INS DWG 7 OF 1



1. 180X DIL. TEST, 3000 PSI
2. OPERATING PRESSURE 2500 PSI
3. ROD FINISH INDUSTRIAL HARD CHROME
4. ALL DIMENSIONS REFERENCE UNLESS SPECIFIED
5. DO NOT APPLY PAINT TO THIS FEATURE
6. ALL WELDS IN ACCORDANCE WITH AWS D11-96
7. PISTON SEAL CARBID T-SEAL
8. ROD SEAL LOADED U-CUP



CONCEPT DRAWING

STATE OF UTAH D.O.T  
RAW DRAWING  
DWG 0301 DWG 8 OF 1

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
**ATTACHMENT A (Invitation for Bids)**

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

**8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

**13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

**14. TAXES:** Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM BID PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

**27. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the



circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002